Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: Monaco RV Form 6/08 SERFF Tr Num: PRTB-125703050 State: Arkansas

TOI: 21.6 Motor Vehicle Service Contracts SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 21.6000 Motor Vehicle Service Co Tr Num: State Status: Fees verified and

Contracts received

Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty

Montesi

Author: Theresa Ritter Disposition Date: 06/24/2008

Date Submitted: 06/23/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New): 06/24/2008

Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Monaco RV Form 6/08 Status of Filing in Domicile:

Project Number: Monaco RV Form 6/08 Domicile Status Comments:

Reference Organization:
Reference Title:
Reference Title:
Reference Title:
Reference Number:
Advisory Org. Circular:

Filing Status Changed: 06/24/2008 State Status Changed: 06/24/2008

Corresponding Filing Tracking Number:

Filing Description:

RE: Lyndon Property Insurance Company:

NAIC # 458/35769 FEIN # 43-1139865

Filing Number: Monaco RV Form 6/08

Independent Form Filing

Recreational Vehicle Service Contract Program

Recreational Vehicle Service Contract – EC9400 (1/08)

Deemer Date:

SERFF Tracking Number: PRTB-125703050 State: Arkansas
Filing Company: Lyndon Property Insurance Company State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Dear Commissioner:

We are submitting the captioned for your review and approval. This form is a new RV service contract and will cover new and pre-owned recreational vehicles to include motor homes and travel trailers.

We may find it necessary to vary the layout of the information in the agreement schedule. These changes may become necessary in order to accommodate our data processing system. Also, if necessary, the phone numbers, addresses and administrator name may change.

Your earliest review of this filing and notice of acceptability will be very much appreciated. If you have any questions or need additional information, call me at 1-800-950-6060, extension 5623. My fax number is 636-536-9323. You may also contact me by e-mail at Theresa.Ritter@protective.com.

Sincerely,

Theresa A. Ritter

Regulatory Administration

Company and Contact

Filing Contact Information

Theresa Ritter, Product Filing Specialist Theresa.Ritter@protective.com

14755 N. Outer Forty Road (800) 950-6060 [Phone] St. Louis, MO 63017 (636) 536-9323[FAX]

Filing Company Information

Lyndon Property Insurance Company CoCode: 35769 State of Domicile: Missouri

14755 N. Outer Forty Road Group Code: 458 Company Type:

Suite 400

St. Louis, MO 63017 Group Name: State ID Number:

Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

(800) 950-6060 ext. [Phone] FEIN Number: 43-1139865

Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Filing Fees

Fee Required? Yes Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Lyndon Property Insurance Company \$50.00 06/23/2008 21037174

Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	06/24/2008	06/24/2008

Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Disposition

Disposition Date: 06/24/2008

Effective Date (New): 06/24/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTB-125703050 State: Arkansas
Filing Company: Lyndon Property Insurance Company State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Item Type Item Name Item Status Public Access

Yes

Supporting Document Uniform Transmittal Document-Property & Approved

Casualty

Form Monaco RV Service Contract Approved Yes

Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Form Schedule

Review	Form Name	Form #	Edition	Form Type	e Action	Action Specific	Readability	Attachment
Status			Date			Data		
Approved	Monaco RV	EC9400	1/08	Other	New		0.00	EC9400
	Service Contract							0108 FINAL
								060608.pdf



Service Agreement

Administrator: Prizm Administrative Solutions, Inc. P.O. Box 1088 Wheat Ridge, CO 80034-1088

Administration: (800) 445-4065 Claims: (800) 228-9184

TERM\DEDUCT TYPE OF VEHICLE MOTOR HOME TERM S		Vehicle Make Vehicle Purcha	City Issuing Dealer Code City ase Price Agreement Price		Agreement Number MECH2 - Telephone State Telephone State Vehicle Model Odometer at Agreement Sale I	Zip Code Zip Code	
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DEDUCTIBLE	NEW	Premier	PRE-OWNED Pre	emier	SURCHARGES	Commercial Use (new only)	
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PROGRAM OPTIONS	☐ Deluxe Component		☐ Slide-out Room Unit(s)		Raised Roof Extension System		
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AL	L STANDARD PRO	OGRAM OPTION	S ARE INCLUDED WITH	H PREMIE	R AND WRAP COVI	ERAGES.	

file a claim directly with the insurance company. Please contact Prizm Administrative Solutions, Inc. for instructions at P.O. Box 1088, Wheat Ridge, CO 80034-1088, or 800-445-4065.

The undersigned purchaser of this Agreement has read the Agreement, which consists of the DECLARATION Section and the COVERAGE Section. The DECLARATION Section identifies the coverage selected. The specific components covered are identified in the SCHEDULE OF COVERAGES Section.

Purchase of this Agreement is not required in order to purchase a Vehicle or obtain Vehicle financing. If this Agreement has been financed, above Lien Holder shall be entitled to any refunds resulting from cancellation.

YOU UNDERSTAND THAT YOU MUST OBTAIN PRIOR AUTHORIZATION BEFORE ANY REPAIRS ARE MADE. FOR REQUIREMENTS AND/OR DISCLOSURES THAT APPLY SPECIFICALLY TO YOU, PLEASE REVIEW THE SPECIAL STATE REQUIREMENTS/DISCLOSURE SECTION OF THIS AGREEMENT.

Date	Agreement Holder Signature	Salesperson Signature	

Gold - Lien Holder White - Purchaser Yellow - Administrator Pink - Issuing Dealer EC9400 (1/08)

AGREEMENT PERIOD

Coverage under this Agreement begins on the Agreement Purchase Date at 12:01 a.m. (Your local standard time) and will expire as measured in time and/or mileage of the term selected, as determined in the DECLARATION Section. New Vehicle Agreement expiration is measured in term time and mileage from the Agreement sale date and zero (0) miles, whichever occurs first. Used Vehicle Agreement expiration is measured in term time and mileage from the Agreement purchase date and plan miles plus odometer miles at the time of Vehicle sale.

OUR RIGHT TO RECOVER PAYMENT

If **You** have a right to recover against another party for anything **We** have paid under this **Agreement**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

COVERAGE SECTION

DEFINITIONS

The following definitions apply to words frequently used in this **Agreement** and appear in bold-faced type:

You, Your - Means the Agreement Holder shown on the DECLARATION Section, or the person to whom this Agreement was properly transferred.

Administrator - Means Prizm Administrative Solutions, Inc. In Wisconsin, Prizm Administrative Services of Wisconsin, Inc. means the Administrator.

We, Us, Our - Means (a) the dealer who sold or leased Your Vehicle to You, (b) the vendor who sold this Agreement to You, or (c) the Administrator named herein, as determined by state statute. Please review the SPECIAL STATE REQUIREMENTS/DISCLOSURES Section of this Agreement.

Agreement - Means this Vehicle Service Agreement.

DECLARATION Section - Means the section at the top of the front page which lists information regarding **You**, **Your Vehicle**, **Us**, and other vital information.

Coverage - Means the protection You selected as shown in this Agreement.

Vehicle - Means the recreational Vehicle which is described on the DECLARATION Section.

Deductible - Means the amount **You** are required to pay, as shown on the **DECLARATION Section**, per repair visit for covered Breakdowns. Once a part is repaired or replaced under the terms of this **Agreement**, there will be no **Deductible** for future repairs to that part.

Breakdown - Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts, or the part has worn beyond the manufacturer's field tolerances.

PURCHASER RESPONSIBILITIES

To receive the full benefits of this Agreement, You must at Your expense:

- 1. Have the Vehicle serviced as recommended by the manufacturer.
- 2. Keep a record of maintenance validated (signed and stamped) by the Servicing or Issuing Dealer, and keep receipts and work orders showing date, mileage, and service performed. If performing Your own maintenance, keep receipts and a log showing date, mileage, and maintenance performed.

LIMIT OF LIABILITY

Our liability for any one (1) repair visit shall in no event exceed the actual cash value of **Your Vehicle** before **Breakdown** as determined by standard industry guides at the time of said repair visit. The total of all **Coverage(s)** and benefits paid or payable under this **Agreement** shall not exceed the price **You** paid for **Your Vehicle**.

Our liability for incidental and consequential damages including, but not limited to, personal injury, death, physical damage, property damage, loss of use of **Your Vehicle**, loss of time, loss of profits or wages, inconvenience, and commercial loss resulting from the operation, maintenance or use of **Your Vehicle** is expressly excluded. However, this exclusion may not apply in some states which disallow the exclusion of consequential or incidental damages.

FILING A BREAKDOWN CLAIM

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

- 1. **Prevent Further Damage -** Take immediate action to prevent further damage. This **Agreement** will not cover the damage caused by continued use or not securing a timely repair of the failed component.
- 2. Take Your Vehicle to a Licensed Repair Facility If Your Vehicle breaks down, take it to the Issuing Dealer. If this is not possible, take Your Vehicle to any licensed repair facility.
- 3. Provide the Repair Facility with a Copy of Your Agreement and/or Your Agreement Number.
- 4. **Obtain authorization from the Administrator -** Prior to any repair being made, instruct the service manager at the repair facility to contact the **Administrator** to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered except as provided under Emergency Repairs. The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under this **Agreement**. Any additional amount must receive prior approval.
- 5. Authorize Tear-Down and/or Inspection In some cases, You may need to authorize the repair facility to inspect and/or tear down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered under this Agreement. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
- 6. Review Coverage After the Administrator has been contacted, review with the service manager what will be covered by this Agreement.
- 7. Pay Deductible You must pay to the repair facility any Deductible per repair visit. We will reimburse the repair facility or You for the cost of the work performed on Your Vehicle that is covered by this Agreement and previously authorized, less the Deductible. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment. If You cannot take Your Vehicle back to the Issuing Dealership and an alternate repair facility will not accept Our authorization number for payment, We can make payment by Our credit card.
- 8. Emergency Repairs Should an emergency occur which requires a repair of a Breakdown be made at a time when the Administrator's office is closed, follow the claims procedures above without authorization, and We will make reimbursement to You or to the repair facility in accordance with the Agreement provisions. You must call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered by this Agreement.

PRIZM ADMINISTRATIVE SOLUTIONS, INC. CLAIMS: (800) 228-9184

— YOU ASSUME ALL LIABILITY FOR PAYMENT OF UNAUTHORIZED REPAIRS

AND FOR TEARDOWN ON NON-COVERED PARTS OR REPAIRS. —

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SCHEDULE OF COVERAGES

We will pay or reimburse You for reasonable costs to repair or replace any of the covered parts listed in this Agreement if required due to Breakdown, less any Deductible. Replacement parts may be new, remanufactured, or parts of like kind and quality such as serviceable used parts. Coverage includes fluids when required as part of a covered repair. Labor will be paid out of a nationally recognized labor manual.

DEDUCTIBLE OPTIONS

The Deductible amount, You selected, as shown in the DECLARATION Section must be paid at the time of service.

PRE-OWNED MOTOR HOME STANDARD COVERAGE INCLUDES 1-21

(Seals, gaskets and sealing boots are covered for all components that are listed below)

- 1. Engine All internally lubricated parts, including: pistons, pins and rings; connecting rods and bearings; crankshaft and main bearings; camshaft, followers and cam bearings; push rods, valves, springs, guides, seats and lifters; rocker arms, shafts and bushings; timing gear, chain, or belt, tensioners and retainers; eccentric shaft; oil pump; cylinder barrels. Engine head(s) and engine block if damaged by the failure of an internally lubricated part. Water pump; oil pan; intake and exhaust manifolds; engine mounts and cushions; engine torque strut, timing cover; valve cover(s); harmonic balancer; flywheel (flexplate) and flywheel ring gear; vacuum pump; dipstick and tube; and all pulleys.
- 2. Transmission/Transfer Case All internally lubricated parts contained within the transmission case; and transfer case; torque converter; vacuum modulator; internal linkage; mounts; oil pan; cooler and cooler lines; filler tube and dipstick. Transmission and transfer case if damaged by the failure of an internally lubricated part.
- 3. **Drive Axle (Front and Rear) -** All internally lubricated parts contained within the differential housing, transaxle housing and final drive housing. Axle shafts, constant velocity joints; universal joints; drive shafts, hub bearings; supports; retainers; and bearing; four wheel drive hubs and bearings; differential housing, transaxle housing and final drive housing if damaged by the failure of an internally lubricated part.
- **4. Suspension -** McPherson struts (excluding replaceable cartridges), strut bar and bushing; upper and lower control arms, shafts, and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft, linkage and bushings; kingpin and bushing; torsion bars; spindle supports; coil and leaf springs; and leveling system compressor; lines; and bags; rubberized suspension components.
- 5. **Steering -** All internally lubricated parts of the steering gear box and gear housing if damaged by the failure of an internally lubricated part. Rack and pinion gear; power steering pump; main and intermediate steering column shafts and couplings; cooler and cooler lines; power cylinder; Pitman arm; idler arm; tie rod and tie rod ends; drag links; control valve and cylinder.
- **6. Air Conditioning -** Compressor; clutch; clutch pulley; clutch coils; condenser; evaporator; POA valve; accumulator; orifice tube; temperature control programmer; power module; idler pulley and bearing; receiver-dryer; blower motor; high/low cut off switches; pressure cycling switch; PC boards; and ducts.
- 7. **Heating/Cooling -** Water pump, including impeller shaft, bearings and bushings; radiator; heater core; fan; fan clutch; fan motor and controller module; coolant recovery unit; fan shroud; and electric block heater; heater ducts and cabins.
- 8. Fuel Delivery Fuel pump; fuel tanks; metal fuel lines; fuel distributor; fuel injection pump; fuel injectors; carburetors; and auxiliary tank switch.
- 9. Braking System Master cylinder; power assist booster and pump; wheel cylinders; combination valves; hydraulic lines and fittings; disc calipers; power brake cylinder; backing plates; clips, springs and retainers; self-adjusters; parking brake linkage and cables; and rear actuators. air brake; compressor, diaphragm, treadle; disk caliper; compensating valve; and slack adjusters.
- 10. Electrical Starter; alternator; voltage regulator; distributor; wiring harness; solenoid; relays; coils and electronic engine timing control unit and sensors; manually operated switches; wiper motors; gauges; window/mirror motors and controls; power antenna and motors; seat motors; power door locks; cruise control transducer, engagement switch and servo; turn signal switch; dashboard clock; dual battery paralleling switch; back-up alarm; and powerstep system.
- 11. Electronic High-tech Fuel injection sensors, control module, and injectors; electronic ignition module; electronic anti-detonation sensors and controller; electronic driver information display and module; electronic mixture control unit and sensors; electronic anti-lock brake system (ABS).

PRE-OWNED SLIDE-IN TRAVEL TRAILER AND POP-UP STANDARD COVERAGE INCLUDES 12-23 PRE-OWNED COACH COVERAGE INCLUDES 12-23

(Seals, gaskets and sealing boots are covered for all components that are listed below)

- **12. Water Heater -** Burner assembly; tank; thermostat; thermocouple; gas valve; heating elements; electronic ignition assembly; wiring harness; fittings & connections; control panel; switches; and PC board.
- 13. Waste System Shower; toilet; sink(s); holding tanks; gate valves; fittings and connections.
- 14. Fresh Water System Water pump; compressor; water tank; water lines; traps; fittings and connections; and faucets.
- **15. Air Conditioning/Ventilation -** Compressor; evaporator; capacitors; relays; thermostat; condenser; heat strips; heat pump; accumulator; expansion valve; receiver dryer; blower motor; switches; electronic module; reversing valve; PC boards; pressure cycling switch; ventilation fans; ducts and control panel.
- 16. Range/Oven Burner assembly; thermostat; thermocouple; burner valves; microwave oven; power hood; L.P. fittings and connections; and PC board.
- 17. L.P. Gas System Regulators; valves and gauges; mounting brackets; pigtails; gas lines; fittings and shut-off system.
- **18. Heating System -** Furnace ignitor; burner assembly; thermocouple; gas valve; thermostat; blower motor; heat pumps; heat strips; L.P. fittings and connections; and PC board.
- 19. Refrigerator Thermostat; thermocouple; cooling unit; burner assembly; ignitor; L.P. fittings and connections; and PC board.
- 20. Chassis Frame Metal only; all components in the lift crank system (For pop-up campers).
- 21. Auxiliary Powerplant/Generator/Water Cooled Diesel or Gas Generator/Electrical All internally lubricated parts of the powerplant engine; starter; switches; and generator assembly; voltage regulator; gauges; and PC board. Head and/or cylinder block if damaged by the failure of an internally lubricated part. Factory installed 110/220V electrical system including breaker box and breakers; wiring; outlets and power converter/inverter; interior monitor/control panel; oil pan; intake and exhaust manifolds; engine mounts; timing cover; flywheel; water pump; radiator; fan; fan clutch; coolant recovery tank; fuel pump; fuel distributor; carburetors; solenoids; electronic engine timing control unit; fuel injection sensors; control module, and fuel injectors; electronic ignition module, governor assembly (technical and electrical). *NOTE: Coverage is only available for units which are factory installed or factory approved dealer installed.
- 22. Suspension Wheel bearings; coil and leaf springs; spindles; axle shafts; and actuators. Rubberized suspension components.
- 23. Braking System Drums; master cylinder; hydraulic or electrical brake actuators; and backing plates.

NEW WRAP COVERAGE

We will pay or reimburse You for reasonable costs to repair or replace any Breakdown of all parts except for Engine, Transmission/Transfer Case, Drive Axle (Front and Rear) and those listed under the WHAT IS NOT COVERED section, less the Deductible, in accordance with the general provisions contained in this Agreement. The manufacturer is responsible for their basic powertrain warranty.

NEW AND PRE-OWNED PREMIER COVERAGE

We will pay or reimburse You for reasonable costs to repair or replace any Breakdown of all parts except those listed under the WHAT IS NOT COVERED section, less any Deductible, in accordance with the general provisions contained in this Agreement.

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SURCHARGES

Any surcharge applicable to **Your Vehicle** must be selected in the **DECLARATIONS Section** to receive coverage. If surcharges are not paid, **Coverage** for applicable components will be denied.

DIESEL ENGINE PACKAGE - Engine - All covered engine parts listed above plus fuel injectors (except for wear and tear and contamination), fuel injection pump and fuel heater. Turbo Charger - All internally lubricated parts contained within the turbo charger housing. Turbo charger housing is covered if damaged due to the failure of an internally lubricated part. Air Brakes - Compressor; diaphragm; treadle; disc caliper; compensating valve; and slack adjusters. The Diesel Engine Package is automatically included for **Coverage** on all new **Vehicles** that have a manufacturer diesel engine warranty of five (5) years and one hundred thousand (100,000) miles or more. For all other diesel **Vehicles**, the surcharge is required to obtain **Coverage**. **COMMERCIAL USE (NEW VEHICLE ONLY)** - Commercial use coverage means only daily, weekly, or monthly rentals, short term (twelve (12) months or less) lease or primarily used for business purposes, e.g. a traveling salesperson. (**Coverage** does not include taxi, shuttle, delivery services, principally used off road, or hauling.)

OPTIONAL COVERAGES FOR THE STANDARD PROGRAM

DELUXE COMPONENT COVERAGE - Ice maker; freezer; dishwasher; washer/dryer (excluding belts and hoses); trash compactor; central vacuum cleaner system; external barbecue; tilt/telescoping steering assembly; horn and horn switches; spot light system; carbon monoxide/smoke detector; alarm sensors; garbage disposal; electronic/remote entrance; thermometer; compass; central locking system; power seat system; awning mechanism (excluding cover); hood and door hinges; hood latches and springs; door handles; seat tracks; interior/exterior light fixtures (excluding bulbs); electrical outlets; glove box door hinges and lock; shift lever; thermostat. Kitchen center, if factory installed; or if dealer installed and meets all manufacturer specifications.

TOWING ALLOWANCE INCREASE- Increases towing and road service limit from three hundred dollars (\$300) to five hundred dollars (\$500) regardless of failure.

STATIONARY LEVELING JACK SYSTEM - Mechanical, electrical, hydraulic. Coach leveling system. Note: **Coverage** is only available for systems which are factory installed or factory approved dealer installed.

STATIONARY LEVELING JACK SYSTEM/SLIDE OUT ROOM UNIT(S) COMBINATION - Mechanical, electrical, hydraulic. Coach leveling system. Slide out room extension system(s). Note: Coverage is only available for systems which are factory installed or factory approved dealer installed. SLIDE OUT ROOM UNIT(S) - Mechanical, electrical, hydraulic. Slide out room extension system(s).

AUDIO/VIDEO - TV, VCR/VCP, stereo receiver, CD player, cassette player; antenna, satellite system, motor coverage. Note: **Coverage** is only available for systems which are factory installed or factory approved dealer installed.

RAISED ROOF EXTENSION SYSTEM - Mechanical, electrical, hydraulic.

ANCILLARY BENEFITS

SUBSTITUTE TRANSPORTATION (MOTOR HOME ONLY)

In the event of a covered **Breakdown**, rental car reimbursement will be provided to **You** for receipted expenses at a maximum of fifty dollars (\$50) a day for every eight (8) hours, or portion thereof, of labor time required to complete the covered repair, up to a maximum of six (6) days for each occurrence. Required labor time is determined by the applicable national repair manual. (This coverage does not apply toward time needed while waiting for parts or other delays beyond the control of the repair facility.) A maximum of three (3) additional days rental coverage applies in the event that a major component (engine, transmission or drive assembly) is to be replaced under the terms of this **Agreement**. If **We** send an inspector to determine whether repairs are covered by this **Agreement**, and **We** determine that they are, rental reimbursement will be provided for two (2) additional days. If the repair is not covered by this **Agreement**, no rental reimbursement will be allowed.

TOWING AND ROAD SERVICE

In the event of a **Breakdown** of a covered part, **We** will provide towing or road service to **You**, or reimburse **You** for receipted towing charges and emergency road service labor, not to exceed three hundred dollars (\$300) per occurrence. Road service labor must be performed at the location of the failure.

TRAVEL EXPENSES

You will receive reimbursement from **Us** for a maximum of three (3) days for receipted expenses for meals (restaurants only), and receipted lodging incurred by **You** and **Your** family while staying at a hotel/motel, the maximum daily rate of one hundred dollars (\$100) per day if:

- 1. You cannot operate Your Vehicle due to a Breakdown covered under this Agreement and are more than one hundred (100) miles from home, and;
- 2. Meals and lodging are required because the **Breakdown**, as defined, causes a delay en route. The date of the **Breakdown** shall be considered as the first day of the three (3) day period. The expense must be incurred between the time of the **Breakdown** and the time when the repairs are completed or by the end of the third calendar day subsequent to the **Breakdown**, if the repairs are not completed, whichever occurs first.

SERVICE CALL REIMBURSEMENT (TRAVEL TRAILER ONLY)

In the event of a **Breakdown** of a covered part, **We** will reimburse **You** for actual receipted expenses for a service call, not to exceed seventy five dollars (\$75) per occurrence, in addition to normal parts and labor charges. In the event of a non-covered failure, the benefit will not be paid.

FOOD SPOILAGE

In the event of a **Breakdown** of a covered refrigerator or freezer component, **We** will reimburse **You** for actual receipted expense for food and beverage spoilage, not to exceed seventy five dollars (\$75).

WHAT IS NOT COVERED

This Agreement does not provide coverage:

- a. Breakdowns outside the United States and Canada.
- b. Vehicles that do not have valid manufacturer VINs, or are title branded as salvage, junk, rebuilt, totaled or flood damaged.
- c. Mechanical failure that exists at the time of retail sale, whether or not the failure would otherwise be covered by the Agreement; or if the information provided by You or the repair facility cannot be verified as accurate or is found to be deceptive.
- d. Breakdowns covered by manufacturer's warranty, manufacturer's recall, factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise), any Agreement, written warranty or any valid and collectible insurance policy.
- e. Failure to protect Your Vehicle from further damage when a Breakdown has occurred.
- f. Unauthorized repairs.
- g. Any loss caused by sludge buildup or improper, contaminated or inadequate amounts of fuel, coolant, lubricant or other fluids.
- h. Repairs required as a result of deterioration, condensation, con-

- tamination, electrolysis, corrosion, cosmetic or paint changes or the failure or loosening of external fasteners and/or bolts.
- i. Storage and freight.
- j. Damage or loss resulting from faulty or negligent repair work or from the installation of defective parts.
- k. Damage to a non-covered part by a covered part(s) failure or damage to a covered part by a non-covered part(s) failure.
- I. Repairs required as a result of fire, accident, theft, vandalism, riot, road hazards, explosion, lightning, reverse polarity, earthquake, windstorm, hail, freezing or ice damage, water damage, environmental damage, pollution, war, nuclear damage, rust, chemicals, salt, sap, sand, dirt or other obstacles, smoke, soot or collision.
- m. Any repair or replacement of any covered part, if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer.
- n. Any alterations that have been made to Your Vehicle or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to, the failure or

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- improper installation of any custom or add-on parts, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust system modifications or engine modifications.
- o. Equipment and accessories not installed by the manufacturer or Dealer, or improper installation of these items by the manufacturer or Dealer.
- p. Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.
- Maintenance services and parts described in Your Vehicle's Owner's Manual as supplied by the manufacturer and other normal s. maintenance services and parts which include, but are not limited to: Adjustments, Alignments, Wheel Balancing, Tune-ups, Sealing Boots, Spark Plugs, Spark Plug Wires, Glow Plugs, Hoses (except Steering and Air Conditioning), Drive Belts, Brake Pads, and Brake Linings or Shoes, and Wiper Blades. Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in connection with a Breakdown and only for the amount specified by the manufacturer.
- Any of the following parts: Carburetor, Battery, Shock Absorbers, Standard Transmission Clutch Assembly, Friction Clutch Disc and Pressure Plate, Throw Out Bearing, Manual and Hydraulic
- Linkages, Distributor Cap and Rotor, Safety Restraint Systems (including Air Bags), Glass, Lenses, Sealed Beams, Light Bulbs, Brake Rotors and Drums, Exhaust and Emission Systems, Windshield Wiper Arms, Weather Stripping, Trim, Moldings, Furniture, Wall Coverings and Walling, Window Coverings, Cabinetry, Countertops, Upholstery, and Floor Coverings (such as carpet, tile, wood, and vinyl), Wood Items, Roofs, Bright Metal, Chrome, Zippers, Cup Holders, Ash Trays, Dash Pads, Squeaks, Rattles, Water Leaks, Wind Noise, Mirrors, Mirror Hinges, Hub Caps, Paint, Outside Ornamentation, Bumpers, Body Sheet Metal and Panels, Tires, Wheels, Rims, Wheel Studs.
- Repair costs or expenses due to gradual reduction in operating performance where the Breakdown is due to normal wear and tear. This includes, but is not limited to, any repair when the purpose is to raise the engine's compression or stop oil consumption where a Breakdown has not occurred. Valve grinding and/or worn rings are not covered.
- Any loss caused by racing, or delivery purpose, or by pulling anything weighing more than what is recommended by the manufacturer, unless the Vehicle is equipped with a factory installed "Trailer Tow Package."
- u. Any loss or expense if the odometer has been tampered with, altered or is inoperative.

RENEWABILITY (NEW VEHICLES ONLY)

You have the right to purchase an RV Service Agreement for additional time/mileage provided the request is made at least thirty (30) days and 1,000 miles prior to the expiration of the original Agreement. The cost would be determined by the Selling Dealer and would be based on the terms, coverages and deductible options available at that time and may not match the original Agreement Coverage.

TRANSFER OF YOUR AGREEMENT

- a. Your Agreement may be transferable to someone to whom You sell or otherwise transfer Your Vehicle while this Agreement is still in force. This Agreement cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This Agreement can only be transferred once and the transfer must be initiated by the original Agreement Holder.
- b. To transfer, the following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to a subsequent individual purchaser:
 - A letter from the original **Agreement** owner authorizing the **Administrator** to transfer ownership to the new owner stating the Service Agreement number, name and address of the new owner, date of sale, and current odometer mileage on the Vehicle;
 - A copy of all validated maintenance records;
 - 3) A fifty dollar (\$50) transfer fee made payable to the **Administrator**.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.
- d. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner, as well as being sent to the Administrator. These receipts or validated maintenance records must be retained by the new owner, along with similar documentation for future maintenance work which the new owner will perform in accordance with the PURCHASER RESPONSIBILITIES section of this Agreement.

CANCELLATION OF YOUR AGREEMENT

- a. You may cancel this Agreement by returning it to Us, along with a signed letter stating the odometer mileage on the date of cancellation.
- We may cancel this Agreement for non-payment of the Agreement charge, or for intentional misrepresentation in obtaining this Agreement or in the submission of a claim.
- If Your Vehicle and this Agreement have been financed, the lien holder shown on the DECLARATION Section may cancel this Agreement for non-payment or if Your Vehicle is declared a total loss or is repossessed.
- d. In the event of cancellation, the Lien Holder, if any, will be named on the cancellation refund check as their interest may appear. The Lien Holder will be the sole payee on refund checks where the collateral has been repossessed or is a total loss. Please see Your Issuing Dealer to collect Your refund, as all cancellation refunds are sent to them.
- e. If this Agreement is cancelled within the first sixty (60) days, We will refund the entire Agreement price paid, less any claims paid or pending. If this Agreement is cancelled after the first sixty (60) days, We will make a pro-rata refund based on time or mileage, whichever refund is less, less a fifty dollar (\$50) administration fee.

SPECIAL STATE REQUIREMENTS/DISCLOSURES

The following Special State Requirements and/or Disclosures apply if this Agreement was purchased in one of the following states:

ALABAMA

CANCELLATION OF YOUR AGREEMENT, paragraph e. is amended with the following: e. If this Agreement is canceled by You within the first sixty (60) days, We will refund the entire Agreement price paid, less any claims paid or pending. The right to receive a full refund for a cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund of a Agreement which is canceled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the Agreement to the provider. If this **Agreement** is canceled by **You** after the first sixty (60) days, We will make a pro-rata refund based on time or mileage, whichever refund is less, less a twenty-five dollar (\$25) administration fee. If this Agreement is canceled by Us, no Administrative fee is required.

ALASKA

LIMIT OF LIABILITY is amended as follows: Consequential damage exclusion does not apply

FILING A BREAKDOWN CLAIM, Paragraph 2. is amended by adding the following: A "licensed repair facility" is defined as a for-profit entity, recognized by the state, in the business of repairing motor vehicles. And the following is added: If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company. An undisputed covered claim must be paid within thirty (30) working days after proof of loss has been filed. CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted

and replaced with the following: e. In the event You cancel this

Agreement, **We** will calculate and make a pro-rata refund based on time or mileage, whichever refund is less. Said refund will be calculated less the cancellation fee of seven and one half percent (7.5%) of unearned premium not to exceed fifty dollars (\$50). The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later. If We cancel the Agreement under this Section, We shall return or credit a pro-rata refund to You. No cancellation fee shall apply. WHAT IS NOT COVERED, paragraph k. is removed.

Any unresolved complaints may be reported to the Arizona Department of Insurance, Consumer Affairs Division for relief by asking the Director to attach either the filed bond of service company or the filed deposit made by the service company in accordance with A.R.S. 20-1095.04.

DEFINITIONS, We, Us, Our - Means the Administrator, Prizm Administrative Solutions, Inc., who is obligated to perform under this Agreement as shown in the DECLARATIONS Section of Your Agreement.

CANCELLATION OF YOUR AGREEMENT, paragraph e., the following is

deleted: less any claims paid or pending.
WHAT IS NOT COVERED, Paragraph b and c. are deleted in their entirety. Paragraph f. is revised as follows: Unauthorized repairs by You after the Agreement Sale Date by the service company or its representative(s) to You . Paragraph n. is revised as follows: Equipment and accessories not installed by the manufacturer or dealer. If any alterations You have made to Your Vehicle or alterations made to Your Vehicle by You after the purchase of this Agreement or You

EC9400 (1/08) Page 5 of 10 are using, or have used, **Your Vehicle** in a manner not recommended by the manufacturer including but not limited to, the Failure of any custom or add-on parts, all frame or suspension modifications, lift kits, over sized undersized tires, trailer hitches, emissions and/or exhaust system modifications or engine modifications. Paragraph t. is revised as follows: Any loss caused by **You** racing, or delivery purpose, or by pulling anything weighing more than what is recommended by the manufacturer, unless the **Vehicle** is equipped with a factory installed "Trailer Tow Package." Paragraph u. is revised as follows: Any loss or expense if the odometer has been tampered with, altered by **You** or is inoperative that occurred after the date of this **Agreement**.

CALIFORNIA (LICENSE # 0D40568)

Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Rd, Suite 400, St Louis, MO 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357.

FOOD SPOILAGE ancillary benefit is not available in California.

DEFINITIONS, **Breakdown** - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **We, Us, Our** - Means the **Administrator**, Prizm Administrative Solutions, Inc., who is obligated to perform under this **Agreement** as shown in the **DECLARATIONS Section** of **Your Agreement**.

DECLARATIONS Section of Your Agreement.

CANCELLATION OF YOUR AGREEMENT, the entire section is deleted and replaced with the following: 1. You may cancel this Agreement at any time in accordance with the following terms: a. Contact the Administrator in writing, within sixty (60) days after the requested cancellation date, enclose this Agreement and an odometer statement. b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Agreement. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Agreement, the lien-holder or creditor will be named with You as a joint payee of the refund. c. If this Agreement is canceled because the Vehicle is repossessed, the lien-holder or creditor will be the sole payee of the refund. d. If this Agreement is canceled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle. e. If this Agreement is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Agreement charge paid. If this Agreement is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins, less an administration fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement charge, whichever is less. 2. We may cancel this **Agreement** within the first sixty (60) days under the following conditions: a. Notice of cancellation is mailed to **You** postmarked before the sixty first (61st) day after the date the **Agreement** was sold by the vendor. b. **We** will refund the entire **Agreement** charge paid within thirty (30) days from the date of cancellation. However, if We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro-rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins, less the amount of any claims paid prior to cancellation. c. The **Agreement** ceases to be valid no less than five (5) days after the postmark date of the notice. d. The notice states the specific grounds for the cancellation. 3. We may, at any time, cancel the Agreement for non-payment by You conditioned upon each of the following: a. Notice of cancellation is mailed to You. b. If this Agreement is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Agreement charge paid. If this Agreement is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement charge, whichever is less. c. The refund is paid within thirty (30) days of the date of cancellation. d. The Agreement ceases to be valid no less than five (5) days after the postmark date of the notice. e. The notice states the specific grounds for the cancellation. 4. **We** may, at any time, cancel the **Agreement** for material misrepresentation or fraud by **You**, conditioned upon each of the following: a. Notice of cancellation is mailed to You. b. A pro-rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins is paid within thirty (30) days of the date of cancellation. c. The notice states the specific nature of the misrepresentation. 5. If We cancel the Agreement, We are liable for any claim reported to a person designated in this Agreement for the reporting of claims if the claim is reported prior to the effective date

of cancellation and is covered by the **Agreement**. **You** are deemed to have reported a claim if **You** have completed the first step required under the **Agreement** for reporting a claim. 6. If **We** are canceling this **Agreement** pursuant to subdivision 3., 4., or 5. and **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** may provide a pro-rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less the amount of any claims paid prior to cancellation rather than a full refund. 7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

COLORADO

The Policy number is 61-05-VW600-0101.

CONNECTICUT

Section 42-221 of the Connecticut General Statute requires a vehicle dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with a sale price of three thousand dollars (\$3,000) but less than five thousand (\$5,000): Provides coverage for thrity (30) days or fifteen hundred (1,500) miles, whichever comes first. Used vehicles with a sale price of five thousand (\$5,000) or more: Provides coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. The Vehicle You have purchased may be covered by this law. If so, the following is added to the Agreement: In addition to the dealer warranty required by the law, **You** have elected to purchase the **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for the Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in the Agreement apply only to the Agreement and are not the terms of the required dealer warranty.

The following is added to the **Agreement**: If the term of the **Agreement** is less than twelve (12) months, the term will be automatically extended for the period during which the **Vehicle** is in the custody of a service center for repair.

ANCILLARY BENEFITS the following is added, in-home service is not provided or covered. Please see Towing and Road Service.

CANCELLATION OF YOUR AGREEMENT the following is added, f. You may cancel this **Agreement** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed.

A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. It must contain a description of **Your** dispute, the **Agreement** purchase price, the cost of the **Vehicle** repair and a copy of this **Agreement**.

GEORGIA

DEFINITIONS, **We, Us, Our -** Means the **Administrator**, Prizm Administrative Solutions, Inc.

CANCELLATION OF YOUR AGREEMENT, e. is deleted and replaced with the following: If this Agreement is cancelled within the first sixty (60) days and no claims have been filed, We will refund the entire Agreement price paid. If this Agreement is cancelled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Agreement price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration fee of ten percent (10%) of the pro-rata refund amount will be applied if this Agreement is cancelled by You. If You have cancelled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the insurance company identified on the first page. Company Cancellation: This Agreement is non-cancelable by the company except for fraud, material misrepresentation, or failure to pay premium. If We cancel this Agreement, You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. Cancellation shall not be in effect less than thirty (30) days prior to the effective date of the notice. Cancellation for non-payment of premium, written notice shall be ten (10) days if canceled for any other reason written notice shall be thirty (30) days. If the company cancels this Agreement, earned premiums shall be computed on a pro-rated basis.

WHAT IS NOT COVERED, g., sludge buildup is deleted. c., n. and u. are deleted in their entirety and replaced with the following: c. Mechanical Failure that exists at the time of retail sale and known to **You**, whether or not the **Breakdown** would otherwise be covered by the **Agreement**; or if the information provided by you cannot be verified as accurate or is found to be deceptive. n. Any **Vehicle** if any alterations have been made to **Your Vehicle**, while owned by **You**, or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to, the failure or improper installation of any custom or add-on parts, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust system modifications or engine modifications. u. Any loss or expense if, while owned by **You**, the odometer has been tampered with, altered or is inoperative.

HAWAII

TRAVEL EXPENSES AND TRAVEL TRAILER SERVICE CALL REIM-BURSEMENT ancillary benefits are not available in Hawaii.

DEFINITIONS, **Breakdown** - Means the failure of a covered part under

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normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

CANCELLATION OF YOUR AGREEMENT, e. is deleted and replaced with

CANCELLATION OF YOUR AGREEMENT, e. is deleted and replaced with the following: The right to receive a full refund for a cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund of a Agreement which is cancelled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the Agreement to the provider.

Hawaii Revised Statutes requires a vehicle dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than twenty-five thousand (25,000) miles at the time of sale: Provides coverage for ninty (90) days or five thousand (5,000) miles, whichever occurs first. Used vehicles with twenty-five thousand (25,000) miles or more but less than fifty thousand (50,000) miles at the time of sale: Provides coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. Used vehicles with fifty thousand (50,000) miles or more but less than seventy-five thousand (75,000) miles at the time of sale: Provides coverage for thrity (30) days or one thousand (1,000) miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

IDAHO

Notice: **Coverage** afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

II I INOIS

DEFINITIONS: We, Us, Our - Means the Administrator, Prizm Administrative Solutions, Inc., who is obligated to perform under this Agreement as shown in the DECLARATIONS section of Your Agreement. Breakdown or Failure - Means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship. Breakdown does not include the gradual reduction in operating performance due to normal wear and tear where a Failure has not occurred. The manufacturer has established tolerances for the express purpose of defining Failure and serviceability. When specifications exceed these manufacturer's tolerances a Failure will be considered to have occurred.

CANCELLATION OF YOUR AGREEMENT, e. is deleted and replaced with the following: If this **Agreement** is cancelled within the first sixty (60) days, **We** will refund the entire **Agreement** price paid, less any claims paid or pending. If this **Agreement** is cancelled after the first sixty (60) days, **We** will make a pro-rata refund based on time or mileage, whichever refund is less, less an administration fee of fifty (\$50) or ten percent (10%) of the **Agreement** price, whichever is less. The **Administrator** is responsible for honoring cancellation requests.

INDIANA

Your proof of payment to the issuing dealer for this Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Agreement.

IOWA

If You have any questions regarding this Agreement, You may contact the Administrator by mail or by phone. Refer to the DECLARATION Section for the Administrator's address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the lowa Insurance Commissioner at the lowa Securities Bureau, 340 Maple Street, Des Moines, IA 50319-0066, telephone (515) 281-4441. Any motor vehicle weighing 16,000 pounds or more is not covered under lowa Code 3211.

Travel Trailer Owners: If **You** have any questions regarding this **Agreement**, **You** may contact the **Administrator** by mail or by phone. Refer to DECLARATION for the **Administrator's** address and toll-free telephone number.

The following is added to the **Agreement**: Used parts will not be used to replace covered part(s) without prior authorization from **You**. Rebuilt parts will not be used to replace covered part(s) unless the parts are rebuilt according to national standards recognized by the Insurance Division.

KANSAS

Travel Expenses ancillary benefit is not available in Kansas.

KENTUCKY

DEFINITIONS, the definition of **Breakdown** and **We, Us, Our** is deleted and replaced with the following: **Breakdown** - Means the failure of a covered part due to defects in material and workmanship. A **Covered** part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. **We, Us, Our** - Means Prizm Administrative Solutions, Inc.

In accordance with KRS 304.5-070(1)(a) and (p) along with 806 KAR

5:050, Towing, Road Service, Substitute Transportation, Travel Expenses and Food Spoilage is covered if the service is directly related to losses resulting from defects in material or workmanship. Service Call Reimbursement is not covered.

LOUISIANA

Substitute Transportation and Towing And Road Service is not covered unless it is directly related to a **Breakdown**.

DEFINITIONS the following is added, We, Us and Our means the dealer.

MARYLAND

CANCELLATION OF YOUR AGREEMENT, e. is amended by adding the following: All refunds will be made within forty-five (45) days after cancellation or **We** will pay **You** an amount equal to ten percent (10%) of the **Agreement** price paid for each month the refund is not paid.

MASSACHUSETTS

FILING A BREAKDOWN CLAIM, 2. is replaced with: Take Your Vehicle to a Licensed Repair Facility- If Your Vehicle breaks down, return it to the selling dealer if possible or practical. If this is not possible or practical, take Your Vehicle to any licensed repair facility. 3. is replaced with: Provide the Repair Facility with a Copy of Your Agreement and/or Your Agreement Number if Possible.

LIMIT OF LIABILITY is amended as follows: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an vehicle dealer to provide a warranty covering certain classes of motor vehicles as follows: Used vehicles with less than forty thousand (40,000)miles at the time of sale: Provides coverage for ninty (90) days or three thousand seven hundred and fifty (3,750) miles, whichever occurs first. Used vehicles with forty thousand (40,000) miles or more but less than eighty thousand (80,000) miles at the time of sale: Provides coverage for sixty (60) days or twenty-five thousand (2,500) miles, whichever occurs first. Used vehicles with eighty thousand (80,000) miles or more but less than one hundred and twenty-five thousand (125,000) miles at the time of sale: Provides coverage for thirty (30) days or one thousand, two hundred and fifty (1,250) miles, whichever occurs first. The Vehicle You have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

The following is added to the **Agreement**: NOTICE TO CUSTOMER: PURCHASE OF THIS **AGREEMENT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A **VEHICLE**. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS **COVERAGE** IS REQUIRED TO INFORM **YOU** OF ANY WARRANTIES AVAILABLE TO **YOU** WITHOUT THIS **AGREEMENT**.

TRANSFER OF YOUR AGREEMENT and CANCELLATION OF YOUR AGREEMENT the following is added: No transfer or cancellation fee will be charged in Massachusetts.

MINNESOTA

The coverages listed below are provided to You by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows: Used vehicles with less than thirty-six thousand (36,000) miles at the time of sale: Provides coverage for sixty (60) days or twentyfive hundred (2,500) miles, whichever occurs first. Used vehicles with thirty-six thousand (36,000) miles or more but less than seventy-five thousand (75,000) miles at the time of sale: Provides coverage for thirty (30) days or one thousand (1,000) miles, whichever occurs first. Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. Transmission: Case; Internal Parts; Torque Convertor, or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on Vehicles other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. Note: The following parts are covered only on vehicles with less than thirty six thousand (36,000) miles: Steering Rack; Radiator; Alternator; Generator; and Starter. The above coverages are excluded from this Agreement during the applicable warranty period, unless the dealer becomes unable to meet their obligations. Your rights and obligations are fully explained in the dealer issued Used Vehicle Limited Warranty Document.

PURCHASER RESPONSIBILITIES, 1. is amended by adding the following: If a manufacturer's recommended service schedule is not contained in the **Vehicle You** are purchasing, the issuing dealer can

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provide **You** with one. CANCELLATION OF YOUR AGREEMENT, The following is added: Written notice of cancellation will be delivered to You within fifteen (15) days by registered mail. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the **Agreement**. Paragraph b. is removed and replaced with the following: **We** may cancel this **Agreement** for non-payment of the Agreement charge or for intentional misrepresentation in the submission of a claim. e. is amended by adding the following: If You have cancelled this Agreement and have not received the refund from Us or

the **Administrator** within sixty (60) days of such cancellation, **You** may contact the insurance company identified on the first page.

WHAT IS NOT COVERED, b. does not apply. c. is deleted and replaced with the following: A **Breakdown** which exists prior to the **Agreement** effective date. d. is deleted and replaced with the following: **Breakdowns** expected by manufacturer's property to the results of the property of the prope ing: Breakdowns covered by manufacturer's warranty, manufacturer's recall, factory bulletins, any vehicle agreement, written warranty or any valid and collectible insurance policy. g. is amended by deleting sludge buildup. I. and h. rust and corrosion are deleted. k. is deleted in its entirety. n. is amended by deleting "including but not limited to". q. is amended by deleting "but are not limited to". s. is amended by deleting "but is not limited to". u. is deleted and replaced with the following: Any loss or expense if the odometer has been tampered with, altered or is inoperative while owned by You.

q. is amended by deleting "but are not limited to". Is is amended by deleting "but is not limited to". Is is deleted and replaced with the following: Any loss or expense if the odometer has been tampered with, altered or is inoperative white owned by You.

MISSISSIPPI
IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS AGREEMENT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS AGREEMENT AND INCLUDING THE APPLICABILITY OF THIS AGREEMENT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION CLAUSE AND THE VALIDITY OF THIS AGREEMENT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION SOME AND THE ARBITRATION THE ARBITRATION SOME AND THE ARBITRATION SOME AND THE ARBITRATION SOME PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU, THE ADMINISTRATOR HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THE RUTH THAT THE ARBITRATION TO DENY YOU DISPUTE OUR DETERMINATION ON THE ARBI

THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT. E) ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING. F) THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT. IF THIS AGREEMENT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

The following is added to the Agreement: Our obligations under this Agreement are guaranteed under a service agreementt reimbursement insurance policy. If **You** do not receive a satisfactory response from **Us** within sixty (60) days, **You** should contact Lyndon Property Insurance Company by writing to: Lyndon Property Insurance Company, 14755 N. Outer Forty Rd., St. Louis, MO 63017; (800) 950-6060. CANCELLATION OF YOUR AGREEMENT the following is added,

Written notice of cancellation will be delivered to You within fifteen (15) days by registered mail. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the Agreement.

NEBRASKA

NOTICE OF RISKS: Neither the motor vehicle service contract nor the motor vehicle service contract reimbursement insurance policy

are covered by the Nebraska Property and Liability Insurance Guaranty Association Act and, in the event of insolvency of any party to the contract, no coverage for any losses exists from the Nebraska Property and Liability Insurance Guaranty Association. The issuer of the motor vehicle service contract reimbursement insurance policy is not a domestic entity and the Department of Insurance can give no assurance that the issuer has adequate reserves to cover potential losses. PLEASE NOTE: Lyndon Property Insurance Company, the issuer of this Agreement, is authorized by the Department of Insurance to do business in the state of Nebraska. Lyndon Property Insurance Company has an AM Best's Rating of A- (Excellent).

You may pay for this Agreement separately or by including it in the financing of Your Vehicle. Notice: only motor vehicles as defined under Nebraska revised statute § 06-339 are regulated by the Nebraska Department of Insurance.

LIMIT OF LIABILITY is amended as follows: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide. Under DEFINITIONS: **We, Us, Our -** Means the **Administrator,** Prizm Administrative Solutions, Inc., who is obligated to perform under this Agreement as shown in the **DECLARATION Section** of **Your Agreement**.

CANCELLATION OF YOUR AGREEMENT, e. is deleted and replaced with the following: If this Agreement is cancelled within the first ten (10) days, We will refund the entire Agreement price paid. If this Agreement is cancelled after the first ten (10) days, We will make a pro-rata refund based on time or mileage, whichever refund is less, less a fifty dollar (\$50) administration fee. If this Agreement is cancelled by the provider, there will be no administration fee. These paragraphs are added: f. No Agreement that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one (1) year after the Agreement Sale Date, whichever occurs first, except on any of the following grounds: 1. Failure by the holder to pay an amount when due. 2. Conviction of the holder of a crime which results in an increase in the service required under the **Agreement**; 3. Discovery of fraud or material misrepresentation by the holder in obtaining the **Agreement**, or in presenting a claim for service thereunder; 4. Discovery of: (a) An act or omission by the holder; or (b) A violation by the holder of any condition of the **Agreement**, which occurred after the effective date of the **Agreement** and which substantially and materially increases the service required under the Agreement or; 5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold. g. Cancellation of an Agreement is not effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder.

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NEW MEXICO

CANCELLATION OF YOUR AGREEMENT the following is added, This Agreement may be cancelled by Us within the first seventy (70) days only for the following reasons: non-payment, conviction of a crime resulting in an increase in service required, fraud/material misrepresentation, discovery of an act or omission or violation of conditions after the effective date. If We cancel this Agreement, cancellation will not become effective until fifteen (15) days after We mail You a notice of cancellation to Your last known address. A ten percent (10%) penalty per month will be applied to any refund that is not paid or credited to You within thrity (30) days after the return of this Agreement.

NEW HAMPSHIRE

The following is added to the Agreement: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Concord, NH 03301-7317.

NEW YORK

Section 198-b of New York General Business Law requires a vehicle dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with thrity-six thousand (36,000) miles or less at the time of sale: Provides coverage for ninty (90) days or four thousand (4,000) miles, whichever occurs first. Used vehicles with more than thirty-six thousand (36,000) miles but less than eighty thousand (80,000) miles at the time of sale: Provides coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. Used vehicles with eighty thousand (80,000) miles or more but not more than one hundred thousand (100,000) miles at the time of sale: Provides coverage for thirty (30) days or one thousand (1,000) miles, whichever occurs first. The Vehicle You have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by the law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

CANCELLATION OF YOUR AGREEMENT, the following is added to e. A ten percent (10%) penalty per month shall be added to a refund not paid within thiryt (30) days. Written notice will be sent fifteen (15) days prior to cancellation by Us and will state the effective date and reason for cancellation. No notice will be sent if cancellation is for nonpayment, material misrepresentation or substantial breach.

SCHEDULE OF COVERAGES the following is added, The use of nonoriginal manufacturer's parts shall comply with state and federal laws. The following is added to the Agreement: Our obligations, as pertains to this Agreement, are backed by Old Republic Insurance Company, Tulsa Branch - 8282 South Memorial Drive, Suite 202, Tulsa, OK 74133. If any valid claim is not paid within sixty (60) days, after proof of loss has been filed with **Us**, **You** may contact Old Republic Insurance Company by writing to Policyholder Services: One Chesteld Place, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017.

NORTH CAROLINA

CANCELLATION OF YOUR AGREEMENT, e. is deleted and replaced with the following: If this Agreement is cancelled within the first sixty (60) days and no claims have been filed, We will refund the entire Agreement price paid. If this Agreement is cancelled after the first sixty (60) days or a claim has been filed, We will refund an amount of the **Agreement** price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins, less an administration fee of twenty five dollars (\$25) or ten percent (10%) of the pro-rata refund amount, whichever is less.

OKLAHOMA

Disclosure Statement: This Agreement is not issued by the manufacturer or wholesale company marketing the product. This Agreement will not be honored by such manufacturer or wholesale company. Commercial Coverage is not available in Oklahoma.

DEFINITIONS, We, Us, Our - Means the Administrator, Prizm Administrative Solutions, Inc., who is obligated to perform under this Agreement as shown in the DECLARATIONS Section.

CANCELLATION OF YOUR AGREEMENT, e. is amended as follows: If this **Agreement** is cancelled within the first sixty (60) days and no claims have been authorized or paid, **You** are entitled to a full refund and We will refund the entire Agreement price paid. If this Agreement is cancelled after the first sixty (60) days, We will refund an amount of the Agreement price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. If this Agreement is cancelled after the first sixty (60) days, or a claim was made within the first sixty (60) days, We shall retain an administrative fee of ten percent (10%) of the unearned pro-rata Agreement purchase price or fifty dollars (\$50), whichever is less. Please revise Your Agreement forms.

DEFINITIONS, We, Us, Our - Means the Administrator, Prizm Administrative Solutions, Inc., who is obligated to perform under this Agreement as shown in the DECLARATIONS Section.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:Used vehicles with thirty six thousand (36,000) miles or less at the time of sale: Provides coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. Used vehicles with thirty six thousand (36,000) miles or more but less than one hundred (100,000) miles at the time of sale: Provides coverage for thirty (30) days or one thousand (1,000) miles, whichever occurs first. The Vehicle You have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by the law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

SOUTH CAROLINA

ANCELLATION OF YOUR AGREEMENT, the following is added to b. If We cancel the Agreement for any reason other than non-payment of the Agreement charge, material misrepresentation by You, or a substantial breach of duties by You, Administrator shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation by Us. Such notice shall state the effective date of the cancellation and the reason for the cancellation. e. is deleted and replaced with the following: If this Agreement is cancelled within the first sixty (60) days and no claims have been filed, We will refund the entire Agreement charge paid. If this Agreement is cancelled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins.

FILING A BREAKDOWN CLAIM the following Disclosure Notification is added; In the event of a disputed claim, questions or complaints can be addressed to: South Carolina Department of Insurance, 112 Marion Street, Columbia, SC 29201or P.O. Box 100105, Columbia, SC

29202-3105 or by phone at (803) 737-6180.

SOUTH DAKOTA

This policy does not provide bodily injury and property damage liability insurance or any other coverage for which a specific premium charge is not made, and does not comply with any financial responsibility law.

TEXAS

CANCELLATION OF YOUR AGREEMENT, the following is added: If We cancel the Agreement, We shall mail a written notice of cancellation to You at the last known address before the fifth (5th) day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is non-payment of the Agreement price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use. The notice will state the effective date of cancellation and the reason for cancellation. Notice: You may apply for reimbursement directly to Lyndon Property Insurance Company if refund or credit is not paid before the forty-sixth (46th) day after the date on which this **Agreement** is returned to the **Administrator** under Section 1304.158. e. is amended with the following: The right to receive a full refund for a cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund of an Agreement which is canceled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the Agreement to the provider.

Any unresolved complaints concerning a registrant or questions concerning the regulation of Agreement providers in the state of Texas may be addressed to the department at: Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, TX 78711 or call (512) 463-2906.

Note: Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association.

FILING A BREAKDOWN CLAIM, 7. and 8. are amended with: Failure to file within the time limit does not invalidate a claim if the Agreement holder shows it was not reasonably possible to file within the listed time limit (31A-21-312). If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the insurance company. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St Louis, MO 63017, toll free number 800-950-6060

CANCELLATION OF YOUR AGREEMENT the following is added: We will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Agreemnet price) before We cancel this Agreement. Such cancellation notice will be delivered or mailed by first class mail.

You may pay for this Agreement either by cash or by including it in the financing of this Vehicle.

VERMONT

CANCELLATION OF YOUR AGREEMENT, b. is replaced with the following: We may cancel this Agreement within the first sixty (60) days for any reason. If this Agreement has been in effect for more than

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sixty (60) days, We may cancel this Agreement only for one or more of the following reasons: a. Non-payment of the Agreement price; b. Material misrepresentation; c. A substantial change in the risk assumed unless We should reasonably foreseen the change or contemplated the risk when entering this Agreement; or d. Substantial breaches of contractual duties, conditions or warranties under this Agreement; e. You will receive a refund in accordance with Item e. of this section. If this Agreement has been in effect for more than sixty (60) days, We will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Agreement price) before this Agreement is canceled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Agreement price, notice shall be by certified mail or certificate of mailing. e. is replaced with the following: The amount of any refund for which **You** may qualify, and that **We** may pay **You** or the dealer, will be determined by Us. It will be the lesser amount yielded by the following two computation methods, less a fifty (\$50) dollar administrative fee. The first method is the pro-rata method based upon the number of months of the Agreement term expired at the time of cancellation. The second method is the pro-rata method based upon the number of miles of the Agreement term, in thousands of miles or portion thereof, expired at the time of cancellation. You will receive a full refund if You cancel the Agreement within sixty (60) days of the effective date of this Agreement and have not incurred a claim. If this Agreement is cancelled under b. of this section and We have paid a claim, the amount of refund will be reduced by the amount of the claim or considered fully earned if the claim is more than the amount of the refund.

WISCONSIN

- THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.
- DEFINITIONS, **We, Us, Our -** Means the **Administrator**, Prizm Administrative Services of Wisconsin, Inc., who is obligated to perform under this **Agreement**.
- FILING A BREAKDOWN CLAIM, 4. is deleted and replaced with the following: Obtain Authorization from the Administrator Prior to any repair being made, instruct the service manager at the repair facility to contact the Administrator to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this Agreement, except as provided under Emergency Repairs. In the event the Administrator is closed, notice of loss should be made as soon as reasonably possible. The amount authorized by the Administrator is the amount that will be paid for repairs covered under the terms of this Agreement. Any additional amount must receive

prior approval. PRIZM ADMINISTRATIVE SERVICES OF WISCONSIN, INC. CLAIMS: (800) 228-9184 — AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF REPAIRS — 7. is deleted and replaced with the following: 7. Pay any Applicable Deductible - You must pay to the repair facility any required Deductible. We will reimburse the repair facility or You for the cost of the work performed on Your Vehicle that is covered by this Agreement and previously authorized, less the Deductible. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator. If You cannot take Your Vehicle back to the selling dealership and an alternate repair facility will not accept Our authorization number for payment, We can make payment by Our credit card. WHAT IS NOT COVERED, F. is revised as follows: Unauthorized repairs may jeopordise Covarage.

CANCÉLATION OF YOUR AGREEMENT, e. is deleted and replaced with the following: If this **Agreement** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** price paid. If this **Agreement** is cancelled beyond sixty (60) days from the **Vehicle** Sale Date, **We** will calculate and make a pro-rata refund based on time or mileage, whichever refund is less. Said refund will be calculated less an administrative fee of twenty-five dollars (\$25).

WYOMING

DEFINITIONS, **We, Us, Our -** Means the **Administrator**, Prizm Administrative Solutions, Inc., who is obligated to perform under this **Agreement** as shown in the **DECLARATIONS Section**.

CANCELLATION OF YOUR AGREEMENT, b. is replaced with: If We cancel the Agreement for any reason other than non-payment of the Agreement charge, material misrepresentation by You, or a substantial breach of duties by You, Administrator shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Such notice shall state the effective date of the cancellation and the reason for the cancellation. c. is deleted and replaced with: If Your Vehicle and this Agreement have been financed, this Agreement may be canceled by the Lien Holder if Your Vehicle is declared a total loss or is repossessed. d. is deleted and replaced with the following: In the event of cancellation, other than for total loss or repossession, the cancellation refund will be payable and sent directly to You. e. is amended with the following: The right to receive a full refund for a cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund of a **Agreement** which is cancelled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider.

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Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number:

TOI: 21.6 Motor Vehicle Service Contracts Sub-TOI: 21.6000 Motor Vehicle Service Contracts

Product Name: Monaco RV Form 6/08

Project Name/Number: Monaco RV Form 6/08/Monaco RV Form 6/08

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 06/24/2008

Property & Casualty

Comments:

Attachments:

Monaco P&C Trans 062308.pdf Monaco Form Trans. 062308.pdf

Property & Casualty Transmittal Document

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17. Reference Organization # & Title	
18. Company's Date of Filing	6/23/08
19. Status of filing in domicile	Not Filed ☐ Pending ☐ Authorized ☐ Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	Monaco RV Form 6/08

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

RE: Lyndon Property Insurance Company:

NAIC # 458/35769 FEIN # 43-1139865

Filing Number: Monaco RV Form 6/08

Independent Form Filing

Recreational Vehicle Service Contract Program

Recreational Vehicle Service Contract – EC9400 (1/08)

Dear Commissioner:

We are submitting the captioned for your review and approval. This form is a new RV service contract and will cover new and pre-owned recreational vehicles to include motor homes and travel trailers.

We may find it necessary to vary the layout of the information in the agreement schedule. These changes may become necessary in order to accommodate our data processing system. Also, if necessary, the phone numbers, addresses and administrator name may change.

Your earliest review of this filing and notice of acceptability will be very much appreciated. If you have any questions or need additional information, call me at 1-800-950-6060, extension 5623. My fax number is 636-536-9323. You may also contact me by e-mail at Theresa.Ritter@protective.com.

Filing Fees (Filer must provide check # and fee amount if applicable)

[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT via SERFF

Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking # Monaco RV Form 6/08						
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)						
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state		
01	Monaco RV Service Contract	EC9400 (1/08)	New Replacement Withdrawn				
02			☐ New ☐ Replacement ☐ Withdrawn				
03			☐ New ☐ Replacement ☐ Withdrawn				
04			☐ New ☐ Replacement ☐ Withdrawn				
05			New Replacement Withdrawn				
06			New Replacement Withdrawn				
07			☐ New ☐ Replacement ☐ Withdrawn				
08			New Replacement Withdrawn				
09			New Replacement Withdrawn				
10			New Replacement Withdrawn				